




TERM CONTRACT AWARD			CONTRACT NO: MA-IS-1740026-1		VERSION DATE 9/8/16
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 1096169		
<div style="border: 1px solid black; padding: 5px;"> <p>GOLDEN STAR TECHNOLOGY 12881 166TH STREET  CERRITOS CA 90703</p> </div>		<p>BUYER: Jennifer Din PHONE: 323-267-2489 EMAIL: jdin@isd.lacounty.gov</p> <p>VENDOR NO: 052729 CONTACT: DENNIS WANG PHONE: 562-345-8700</p> <p>FISCAL YEAR: EFFECTIVE DATE: 09/15/16 EXPIRATION 03/15/18</p>			
Monitors - HP - CCPP IX					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	<p>COMMODITY CODE: 204-60-00-047922</p> <p>MONITOR - 23" Monitor Configuration 1 Make: Hewlett Packard Model: HP EliteDisplay E232 Part#: M1N98AA</p> <p>Display Type: LED Viewable Image: 23" VGA: 1 DVI: N/A Display Port: 1 HDMI: 1 Aspect Ratio: 16:09 Resolution Support: 1920 x 1080 Integrated Web Camera w/Built-in Mic.: Currently not available Speakers: None Viewing Angle - Horizontal: 178 degrees Viewing Angle - Vertical: 178 degrees Security Slot: Yes VESA Wall Mount Compliant: Yes Warranty: 3- year warranty Next Business Day Exchange</p>	0.000	EA	ITEM	\$ 189.160000
<div style="display: flex; justify-content: space-between;"> <div>  9/8/16  COUNTY OF LOS ANGELES </div> <div>  9/8/16  VENDOR SIGNATURE/DATE </div> </div>					

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
2	COMMODITY CODE: 204-60-00-047922  MONITOR - 23" Configuration 1 - UPGRADE OPTION  Warranty: HP 4 year warranty Next Business Day Exchange Part#: U0J12E	0.000	EA	ITEM	\$ 19.950000
3	COMMODITY CODE: 204-60-00-047922  MONITOR - 23" Configuration 1 - UPGRADE OPTION  Warranty: HP 5 year warranty Next Business Day Exchange Part#: U0J13E	0.000	EA	ITEM	\$ 30.180000
4	COMMODITY CODE: 204-60-00-047922  MONITOR - 23" Configuration 1 - ACCESSORY OPTION  Speakers: HP LCD Speaker Bar Part#: NQ576AT	0.000	EA	ITEM	\$ 13.250000
5	COMMODITY CODE: 204-60-00-047922  MONITOR - 21.5" Monitor Configuration 2 Make: Hewlett Packard Model: HP EliteDisplay E221c Part#: D9E49AA  Display Type: LED Viewable Image: 21.5" VGA: 1 DVI: 1 - DVI-D Display Port: 1 HDMI: N/A Aspect Ratio: 16:09 Resolution Support: 1920 x 1080 Integrated Web Camera w/Built-in Mic.: 720p integrated HD with dual microphones and LED Speakers: None Viewing Angle - Horizontal: 178 degrees Viewing Angle - Vertical: 178 degrees Security Slot: Yes VESA Wall Mount Compliant: Yes	0.000	EA	ITEM	\$ 189.160000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
6	Warranty: 3- year warranty Next Business Day Exchange  COMMODITY CODE: 204-60-00-047922  MONITOR - 21.5"" Configuration 2 - UPGRADE OPTION  Warranty: HP 4 year warranty Next Business Day Exchange Part#: U0J12E	0.000	EA	ITEM	\$ 19.950000
7	COMMODITY CODE: 204-60-00-047922  MONITOR - 21.5"" Configuration 2 - UPGRADE OPTION  Warranty: HP 5 year warranty Next Business Day Exchange Part#: U0J13E	0.000	EA	ITEM	\$ 30.180000
8	COMMODITY CODE: 204-60-00-047922  MONITOR - 21.5"" Configuration 2 - ACCESSORY OPTION  Speakers: HP LCD Speaker Bar Part#: NQ576AT	0.000	EA	ITEM	\$ 13.250000
9	COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Monitor Configuration 3 Make: Hewlett Packard Model: HP EliteDisplay E240 23.8" Part#: M1N99AA  Display Type: LED Viewable Image: 23.8" VGA: 1 DVI: N/A Display Port: 1 DisplayPort 1.2 HDMI: 1 Aspect Ratio: 16:09 Resolution Support: 1920 x 1080 Integrated Web Camera w/Built-in Mic.: Currently not available Speakers: None Viewing Angle - Horizontal: 178 degrees	0.000	EA	ITEM	\$ 198.170000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
10	Viewing Angle - Vertical: 178 degrees Security Slot: Yes VESA Wall Mount Compliant: Yes Warranty: 3- year warranty Next Business Day Exchange  COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Configuration 3 - UPGRADE OPTION  Warranty: HP 4 year warranty Next Business Day Exchange Part#: U0J12E	0.000	EA	ITEM	\$ 19.950000
11	COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Configuration 3 - UPGRADE OPTION  Warranty: HP 5 year warranty Next Business Day Exchange Part#: U0J13E	0.000	EA	ITEM	\$ 30.180000
12	COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Configuration 3 - ACCESSORY OPTION  Speakers: HP LCD Speaker Bar Part#: NQ576AT	0.000	EA	ITEM	\$ 13.250000
13	COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Monitor Configuration 4 Make: Hewlett Packard Model: HP EliteDisplay E240c Video Conferencing Monitor Part#: M1P00AA#ABA  Display Type: LED Viewable Image: 23.8" VGA: 1 DVI: N/A Display Port: 1 DisplayPort 1.2 HDMI: 1 Aspect Ratio: 16:09 Resolution Support: 1920 x 1080 Integrated Web Camera w/Built-in Mic.: 720p integrated HD	0.000	EA	ITEM	\$ 209.210000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
14	with dual microphones and LED Speakers: None Viewing Angle - Horizontal: 178 degrees Viewing Angle - Vertical: 178 degrees Security Slot: Yes VESA Wall Mount Compliant: Yes Warranty: 3- year warranty Next Business Day Exchange  COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Configuration 4 - UPGRADE OPTION  Warranty: HP 4 year warranty Next Business Day Exchange Part#: U0J12E	0.000	EA	ITEM	\$ 19.950000
15	COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Configuration 4 - UPGRADE OPTION  Warranty: HP 5 year warranty Next Business Day Exchange Part#: U0J13E	0.000	EA	ITEM	\$ 30.180000
16	COMMODITY CODE: 204-60-00-047922  MONITOR - 23.8" Configuration 4 - ACCESSORY OPTION  Speakers: HP LCD Speaker Bar Part#: NQ576AT	0.000	EA	ITEM	\$ 13.250000
17	COMMODITY CODE: 204-60-00-047922  MONITOR - 27" Monitor Configuration 5 Make: Hewlett Packard Model: HP EliteDisplay E271i Monitor Part#: D7Z72AA#ABA  Display Type: LED Viewable Image: 27" VGA: 1 DVI: 1 DVI-D Display Port: 1 HDMI: N/A	0.000	EA	ITEM	\$ 278.440000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
18	Aspect Ratio: 16:09 Resolution Support: 1920 x 1080 Integrated Web Camera w/Built-in Mic.: Currently not available Speakers: None Viewing Angle - Horizontal: 178 degrees Viewing Angle - Vertical: 178 degrees Security Slot: Yes VESA Wall Mount Compliant: Yes Warranty: 3- year warranty Next Business Day Exchange  COMMODITY CODE: 204-60-00-047922  MONITOR - 27" Configuration 5 - UPGRADE OPTION  Warranty: HP 4 year warranty Next Business Day Exchange Part#: U0J12E	0.000	EA	ITEM	\$ 19.950000
19	COMMODITY CODE: 204-60-00-047922  MONITOR - 27" Configuration 5 - UPGRADE OPTION  Warranty: HP 5 year warranty Next Business Day Exchange Part#: U0J13E	0.000	EA	ITEM	\$ 30.180000
20	COMMODITY CODE: 204-60-00-047922  MONITOR - 27" Configuration 5 - ACCESSORY OPTION  Speakers: HP LCD Speaker Bar Part#: NQ576AT	0.000	EA	ITEM	\$ 13.250000
21	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
22	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000
23	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000
24	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000
25	COMMODITY CODE: 204-60-00-047922  MONITOR - 34" Monitor Configuration 7 Make: Hewlett Packard Model: HP Z34c 34-inch Ultra Wide Curved Display Part#: K1U77A4#ABA  Display Type: LED Viewable Image: 34" VGA: N/A DVI: N/A Display Port: 1 DisplayPort 1.2 HDMI: 2 Aspect Ratio: 21:09 Resolution Support: 3440 x 1440 Integrated Web Camera w/Built-in Mic.: Currently not available Speakers: None Viewing Angle - Horizontal: 178 degrees Viewing Angle - Vertical: 178 degrees Security Slot: Yes VESA Wall Mount Compliant: Yes Warranty: 3- year warranty Next Business Day Exchange	0.000	EA	ITEM	\$ 724.470000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
26	COMMODITY CODE: 204-60-00-047922  MONITOR - 34" Configuration 7 - UPGRADE OPTION  Warranty: HP 4 year warranty Next Business Day Exchange Part#: U0J12E	0.000	EA	ITEM	\$ 19.950000
27	COMMODITY CODE: 204-60-00-047922  MONITOR - 34" Configuration 7 - UPGRADE OPTION  Warranty: HP 5 year warranty Next Business Day Exchange Part#: U0J13E	0.000	EA	ITEM	\$ 30.180000
28	COMMODITY CODE: 204-60-00-047922  MONITOR - 34" Configuration 7 - ACCESSORY OPTION  Speakers: HP LCD Speaker Bar Part#: NQ576AT	0.000	EA	ITEM	\$ 13.250000
29	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000
30	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000
31	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
32	COMMODITY CODE: 204-60-00-047922  LINE LEFT BLANK INTENTIONALLY - Currently Not Available	0.000	EA	ITEM	\$ 0.000000
33	COMMODITY CODE: 962-86-00-047939  MONITOR - HANDLING CHARGE  OPTIONAL: Handling charge including warehousing up to 2 months as needed; starts from date goods are warehoused. (Not from the date of PO) VENDOR shall transfer all warranty and title/ownership of product to the County of Los Angeles prior to delivery (F.O.B. Destination) to County. COUNTY takes title/ownership at F.O.B. Destination.	0.000	EA	ITEM	\$ 0.010000
34	COMMODITY CODE: 962-86-00-047940  MONITOR - STAGGERED DELIVERY - WEEKDAY  OPTIONAL: Staggered delivery weekday - All delivery/drop times shall be dictated by ordering department. General County weekday peak hours are 9am to 3:30pm.	0.000	EA	ITEM	\$ 0.010000
35	COMMODITY CODE: 962-86-00-047941  MONITOR - STAGGERED DELIVERY - WEEKEND  OPTIONAL: Staggered delivery weekends - All delivery/drop times shall be dictated by ordering department. General County weekend peak hours are 9am to 3:30pm.	0.000	EA	ITEM	\$ 0.010000
36	COMMODITY CODE: 926-77-00-049205  MONITOR - EQUIPMENT DISPOSAL  OPTIONAL: Salvage and removal of equipment, including inventory report	0.000	EA	ITEM	\$ 4.000000

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37	<p>of salvaged equipment. Asset tags, serial numbers, and other identifying information are removed. Equipment will be disposed in an environmentally-appropriate manner.</p> <p>COMMODITY CODE: 962-86-00-047942</p> <p>MONITOR - DELIVERY - WEEKDAY</p> <p>OPTIONAL: Tasks to include the following: 1) Deliver and Unpack: Coordinate, deliver and unpack all purchases (removing all packing materials) to the respective agencies. Delivery to regional locations. 2) Coordinate large Purchase: Coordinate and oversee all large quantity purchases to a central agency location.</p>	0.000	EA	ITEM	\$ 7.500000
38	<p>COMMODITY CODE: 962-86-00-047943</p> <p>MONITOR - SALVAGE - WEEKDAY</p> <p>OPTIONAL: Task to include the following: Disconnect/Remove existing computer systems to vendor's off-site warehouse location for up to 2 months pending salvaging of the systems by the Department.</p>	0.000	EA	ITEM	\$ 12.500000
39	<p>COMMODITY CODE: 926-77-00-049206</p> <p>MONITOR - INSTALL &amp; REMOVAL - WEEKDAY</p> <p>OPTIONAL: Tasks to include the following: 1) Deliver computer to final destination within one (1) facility, as directed by the ordering department and unpack, removing all packing material; 2) Disconnect and remove existing equipment to a temporary on-site location as directed by department; 3) Install equipment including connection of CPU and peripherals, including but not limited to, system cables, security cables/locking mechanism or as directed by department;</p>	0.000	EA	ITEM	\$ 25.000000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
40	COMMODITY CODE: 962-86-00-047944  MONITOR - DELIVERY - WEEKEND  OPTIONAL: Tasks to include the following: 1) Deliver and Unpack: Coordinate, deliver and unpack all purchases (removing all packing materials) to the respective agencies. Delivery to regional locations. 2) Coordinate large Purchase: Coordinate and oversee all large quantity purchases to a central agency location.	0.000	EA	ITEM	\$ 9.000000
41	COMMODITY CODE: 962-86-00-047945  MONITOR - SALVAGE - WEEKEND  OPTIONAL: Task to include the following: Disconnect/Remove existing computer systems to vendor's off-site warehouse location for up to 2 months pending salvaging of the systems by the Department.	0.000	EA	ITEM	\$ 15.000000
42	COMMODITY CODE: 926-77-00-049206  MONITOR - INSTALL & REMOVAL - WEEKEND  OPTIONAL: Tasks to include the following: 1) Deliver computer to final destination within one (1) facility, as directed by the ordering department and unpack, removing all packing material; 2) Disconnect and remove existing equipment to a temporary on-site location as directed by department; 3) Install equipment including connection of CPU and peripherals, including but not limited to, system cables, security cables/locking mechanism or as directed by department;	0.000	EA	ITEM	\$ 30.000000
43	COMMODITY CODE: 926-77-00-003335  MONITOR RECYCLING FEE FOR LAPTOP AND MONITOR 4" TO 14.99"	0.000	EA	ITEM	\$ 3.000000

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
44	COMMODITY CODE: 926-77-00-003335  MONITOR RECYCLING FEE FOR LAPTOP AND MONITOR 15" TO 34.99"	0.000	EA	ITEM	\$ 4.000000

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<p data-bbox="131 310 555 338"><b>EPEAT BRONZE REQUIREMENT -</b></p> <p data-bbox="131 346 1477 413">The County of Los Angeles requires all desktops, laptops, or other office computing products be EPEAT (Electronic Products Environmental Assessment Tool) compliant, minimally at the Bronze environmental performance ranking.</p> <p data-bbox="131 453 334 480"><b>EPEAT Standard</b></p> <p data-bbox="131 489 1464 661">Electronic equipment can have significant environmental impacts throughout the entire life cycle, from production, through use, to disposal. Acquiring environmentally preferable equipment can reduce energy consumption, reduce pollution from energy production, and reduce general and environmentally sensitive waste. EPEAT assists in the identification of environmentally preferable products that have been designed to have environmental benefits throughout their lifecycle.</p> <p data-bbox="131 701 1390 768">The EPEAT standard includes 23 required criteria and 28 optional criteria. A computer product is awarded a Bronze rating if it meets all required criteria, which includes the following areas:</p> <ol data-bbox="131 808 1474 1654" style="list-style-type: none"><li>1) Reduction/elimination of environmentally sensitive materials the product must comply with requirements for the restriction of hazardous materials including cadmium, mercury, lead, and brominated flame-retardants.</li><li>2) Materials selection the declaration of recycled or bio-based plastic content and product weight.</li><li>3) End-of-life design the product must be designed for easy disassembly, made of at least 65% reusable/recyclable materials and provide information for recyclers regarding materials with special handling needs.</li><li>4) Energy conservation-the product must comply with Energy Star specifications.</li><li>5) Life-cycle extension-an additional 3-year warranty must be available for purchase, and the product must be upgradeable with common tools.</li><li>6) End-of-life management-the product must include the option to purchase, at a competitive price, a take-back or recycling service that meets EPA environmental standards.</li><li>7) Corporate performance-the manufacturer must have an environmental policy, an environmental management system, and an environmental reporting system.</li><li>8) Packaging-no heavy metals can be added to any packaging component, easily separable materials, declaration of recycled content, optional criterion for manufacturer take-back of packaging materials for re-use or recycling.</li></ol> <p data-bbox="131 1556 1461 1654">Notice to Bidder: In line with the County policy for the procurement of energy-efficient equipment and products, preference will be given to those products that meet the Federal Energy Management Program (FEMP) standards or possess an Energy Star label.</p> <p data-bbox="131 1694 1421 1795"><b>VENDOR WILL USE PACKING MATERIALS THAT ARE RECYCABLE AND/OR REUSABLE. VENDOR WILL NOT USE ENVIRONMENTALLY HARMFUL MATERIAL, SUCH AS STYROFOAM IN THE PACKING OF PRODUCTS DELIVERED FOR USE BY THE COUNTY OF LOS ANGELES.</b></p> <p data-bbox="131 1837 1136 1854">*****</p> <p data-bbox="131 1911 503 1938"><b>1.0 -- TERM OF AGREEMENT:</b></p>	

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<p>THE INITIAL TERM OF ANY RESULTING AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE, AND SHALL EXPIRE EIGHTEEN (18) MONTHS THEREAFTER (HEREINAFTER "INITIAL TERM"), UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THE AGREEMENT.</p> <p>FOLLOWING THE INITIAL TERM, THE COUNTY OF LOS ANGELES, INTERNAL SERVICES DEPARTMENT, SHALL HAVE THE SOLE OPTION TO EXTEND THE ARGEEMENT FOR UP TO TWO (2) ADDITIONAL ONE-YEAR PERIODS TO INCLUDE ANY APPLICABLE TECHNOLOGY REFRESH.</p> <p>THE COUNTY SHALL PROVIDE WRITTEN NOTICE TO VENDOR OF ANY INTENTIONS TO EXTEND THE AGREEMENT AT LEAST THIRTY (30) DAYS PRIOR TO EXPIRATION PROVIDED HOWEVER THAT CONTRACTOR SENDS COUNTY WRITTEN NOTICE OF ITS OPTION TO TERMINATE, AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE TERM.</p> <p>NOTWITHSTANDING THE FOREGOING, COUNTY MAY TERMINATE THE AGREEMENT FOR ANY REASON OR NO REASON BY PROVIDING CONTRACTOR AT LEAST THIRTY (30) DAYS WRITTEN NOTICE, AND CONTRACTOR WILL REFUND TO COUNTY ANY PREPAID BUT UNUSED SUBSCRIPTION FEES (IF ANY).</p> <p>ANY EXTENSIONS OF THE AGREEMENT TERM SHALL BE BY WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES.</p> <p>2.0 -- CONSOLIDATED COMPUTER PURCHASE PROGRAM CONSUMPTION:</p> <p>\$28 MILLION (APPROX. FOR 18 MONTHS) FOR PCS, PRINTERS AND MONITORS.</p> <p>OUR ESTIMATED CONSUMPTION IS GIVEN FOR INFORMATION ONLY AND WE GUARANTEE NO MINIMUM QUANTITY.</p> <p>3.0 -- REQUIRED QUARTERLY CONSUMPTION REPORT:</p> <p>FOR ANY AGREEMENT FORMULATED AS A RESULT OF THIS REQUEST FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES PURCAHSING ANALYST WITH A QUARTERLY CONSUMPTION REPORT IN UNPROTECTED EXCEL FORMAT. THE QUARTERLY CONSUMPTION REPORT SHALL INCLUDE THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>- DATE OF PURCHASE</li> <li>- CONTRACT NUMBER</li> <li>- PURCHASE ORDER NUMBER</li> <li>- DEPARTMENT NAME</li> <li>- CONFIGURATION NUMBER &amp; PRODUCT NAME</li> <li>- SERIAL NUMBER</li> <li>- QUANTITY PURCHASED</li> <li>- UNIT PRICE</li> <li>- EXT AMOUNT</li> </ul>	

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<p>- TAX</p> <p>- TOTAL AMOUNT OF PURCHASE ORDER</p> <p>IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.</p> <p>RECORDS RETENTION AND AUDIT FEDERAL OR STATED FUNDED PURCHASES:          THE VENDOR SHALL MAINTAIN IN GOOD AND LEGIBLE CONDITION ALL BOOKS, DOCUMENTS, PAPERS, AND RECORDS RELATED TO ITS PERFORMANCE UNDER THIS PURCHASE ORDER OR AGREEMENT. SUCH RECORDS SHALL BE COMPLETE AND AVAILABLE TO THE COUNTY OF LOS ANGELES, THE STATE OF CALIFORNIA AND OFFICIALS OF THE FEDERAL GOVERNMENT OR ITS DULY AUTHORIZED REPRESENTATIVES, DURING THE TERM OF THE CONTRACT AND FOR A PERIOD OF AT LEAST THREE YEARS FOLLOWING THE COUNTY'S FINAL PAYMENT UNDER THE PURCHASE ORDER OR AGREEMENT, UNLESS OTHER MATTERS ARE CLOSED, REGARDLESS OF THE DURATION.</p> <p>4.0 -- DELIVERY:</p> <p>A. QUOTE F.O.B. DELIVERED., FREIGHT PREPAID AND ALLOWED,          VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S),          COUNTY: TAKES OWNERSHIP AT DESTINATION.</p> <p>B. PRICES QUOTED SHALL INCLUDE DELIVERY TO LOCATIONS WITHIN THE LOS ANGELES COUNTY.</p> <p>C. EXPEDITED SHIPMENTS VIA AIR, FEDEX, ETC. WHEN REQUESTED/APPROVED BY THE COUNTY SHALL          BE AT COUNTY'S EXPENSE.</p> <p>5.0 -- EQUIPMENT OFFERED MUST BE NEW UNUSED CURRENT MODELS COVERED BY THE ORIGINAL EQUIPMENT MANUFACTURER WARRANTY.</p> <p>6.0 -- PRODUCTS PURCHASED AS A RESULT OF THIS REQUEST FOR BID ARE TO BE SUPPLIED AS OFFERED AND ACCEPTED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE.</p> <p>COST INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.</p> <p>7.0 -- SPECIFICATIONS OF EQUIPMENT PRODUCT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT.</p> <p>8.0 -- CONTRCTOR OFFER ON THIS INQUIRY IS TO BE ON THE BASIS THAT ALL ITEMS ARE GUARANTEED EQUAL IN QUALITY AND PATTERN TO THOSE SPECIFIED AND THAT ANY ITEM PURCHASED AS EQUIVALENT AND NOT ACCEPTABLE TO USING DEPARTMENT MAY BE RETURNED FOR</p>	

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<p>FULL CREDIT.</p> <p>9.0 -- CAL/OSHA - STATEMENT OF COMPLIANCE:</p> <p>THE ITEMS SHOWN HEREIN MUST MEET ALL APPLICABLE LOCAL, STATE AND FEDERAL STATUTES, REGULATIONS, CODES, ETC., INCLUDING BUT NOT LIMITED TO CAL/OSHA REQUIREMENTS AS SET FORTH IN THE CALIFORNIA ADMINISTRATIVE CODE, TITLE 8, CHAPTER 4.</p> <p>SUBMISSION OF A BID CONSTITUTES THE REPRESENTATION OF THE VENDOR THAT ALL ITEMS MEET OR EXCEED ALL SUCH APPLICABLE LAWS, STATUTES, CODES, ETC., AND THAT THE DETERMINATION THAT ANY ITEM DOES NOT DO SO SHALL BE GROUNDS, AT THE OPTION OF THE PURCHASING AGENT, TO TERMINATE OR RESCIND THE AGREEMENT, PURCHASE OR LEASE, AND ENTITLE THE COUNTY TO ANY DAMAGES SUFFERED BY REASON THEREOF. THE USE OF BRAND NAMES IN THIS REQUEST FOR BID IS FOR VENDOR INFORMATION ONLY AND DOES NOT SIGNIFY COMPLIANCE WITH THE ABOVE CODES AND REGULATIONS.</p> <p>10.0 -- THIS CONTRACT MUST COMPLY WITH THE COUNTY'S QUALITY ASSURANCE PLAN AS FOLLOWS:</p> <p>THE COUNTY OR ITS AGENT WILL EVALUATE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT ON NOT LESS THAN AN ANNUAL BASIS. SUCH EVALUATION WILL INCLUDE ASSESSING CONTRACTOR'S COMPLIANCE WITH ALL CONTRACT TERMS AND PERFORMANCE STANDARDS. CONTRACTOR DEFICIENCIES WHICH COUNTY DETERMINES ARE SEVERE OR CONTINUING AND THAT MAY PLACE PERFORMANCE OF THE AGREEMENT IN JEOPARDY IF NOT CORRECTED WILL BE REPORTED TO THE BOARD OF SUPERVISORS. THE REPORT WILL INCLUDE IMPROVEMENT/CORRECTIVE ACTION MEASURES TAKEN BY THE COUNTY AND CONTRACTOR. IF IMPROVEMENT DOES NOT OCCUR CONSISTENT WITH THE CORRECTIVE ACTION MEASURES, COUNTY MAY TERMINATE THIS AGREEMENT OR IMPOSE OTHER PENALTIES AS SPECIFIED IN THIS AGREEMENT.</p> <p>11.0 -- INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS</p> <p>INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.</p> <p>GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO</p>	



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<p>MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELFINSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.</p> <p>EVIDENCE OF INSURANCE:  CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE  SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT  DESIGNEE PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE  SHALL BE DELIVERED TO:</p> <p>ATTN: JENNIFER DIN  SOLICITATION/CONTRACT # RFB-IS-16201465/ MA-IS-1740026  COUNTY OF LOS ANGELES  1100 NORTH EASTERN AVENUE  LOS ANGELES, CA 90063</p> <p>SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <ol style="list-style-type: none"> <li>(1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.</li> <li>(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.</li> <li>(3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.</li> <li>(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.</li> <li>(5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.</li> </ol> <p>12.0 -- INSURER FINANCIAL RATINGS:</p> <p>INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY  ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF  NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>FAILURE TO MAINTAIN COVERAGE:</p>	

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<p>FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR FOR SUCH INSURANCE.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <p>(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.</p> <p>(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.</p> <p>(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.</p> <p>(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.</p> <p>COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>13.0 -- INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS:</p> <p>CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR</p> <p>(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.</p>	

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<p>INSURANCE COVERAGE REQUIREMENTS;</p> <p>GENERAL LIABILITY:</p> <p>INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>GENERAL AGGREGATE: \$2 MILLION PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$1 MILLION</p> <p>14.0 -- PROFESSIONAL LIABILITY:</p> <p>INSURANCE COVERING LIABILITY ARISING FROM ANY ERROR, OMISSION, NEGLIGENT OR WRONGFUL ACT OF THE CONTRACTOR, ITS OFFICERS OR EMPLOYEES WITH LIMITS OF NOT LESS THAN \$1 MILLION PER OCCURRENCE AND \$3 MILLION AGGREGATE. THE COVERAGE ALSO SHALL PROVIDE AN EXTENDED TWO YEAR REPORTING PERIOD COMMENCING UPON TERMINATION OR CANCELLATION OF SUBSEQUENT AGREEMENT.</p> <p>15.0 -- PROPERTY COVERAGE:</p> <p>SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, PROVIDE DEDUCTIBLES OF NO GREATER THAN 5% OF THE PROPERTY VALUE, AND SHALL INCLUDE: PERSONAL PROPERTY: AUTOMOBILES AND MOBILE EQUIPMENT - SPECIAL FORM ('ALL RISK') COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY. REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM ('ALL RISK') COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTYOWNED OR LEASED PROPERTY.</p> <p>16.0 -- FAILURE TO PROCURE INSURANCE:</p> <p>FAILURE ON THE PART OF AWARDED VENDOR TO PROCURE OR MAINTAIN REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT OF SUBSEQUENT AGREEMENT/PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND SAID AGREEMENT/PURCHASE ORDER OR, AT ITS DISCRETION, PROCURE OR RENEW SUCH INSURANCE AND PAY ANY AND ALL PREMIUM IN CONNECTION THEREWITH, AND ALL MONIES SO PAID BY COUNTY SHALL BE REPAID BY VENDOR TO COUNTY UPON DEMAND OR COUNTY MAY OFFSET THE COST OF THE PREMIUMS AGAINST ANY MONIES DUE TO</p>	

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<p>VENDOR FROM COUNTY.</p> <p>17.0 -- YOUR QUOTATION WILL BE CONSIDERED AS YOUR INDICATION THAT YOU WILL FURNISH ACCEPTABLE CERTIFICATE OR AFFIDAVIT OF WORKERS' COMPENSATION INSURANCE, AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE FOR THE PROTECTION OF THE COUNTY.</p> <p>18.0 -- WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:</p> <p>INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.</p> <p>IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION          DISEASE - POLICY LIMIT: \$1 MILLION          DISEASE - EACH EMPLOYEE: \$1 MILLION</p> <p>19.0 -- CANCELLATION:</p> <p>20.0 -- THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.</p> <p>21.0 -- RETURN OF GOODS RECEIVED:</p> <p>IN BIDDING, YOU AGREE TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.</p> <p>22.0 -- TIME IS OF THE ESSENCE:</p> <p>IF ANY ANTICIPATED OF ACTUAL DELAYS</p>	

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<p>ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.</p> <p>23.0 -- TERMINATION FOR CONVENIENCE:</p> <p>ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST.</p> <p>TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT. AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED. VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.</p> <p>TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:</p> <p>VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.</p> <p>TERMINATION FOR GRATUITIES:</p> <p>COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.</p> <p>24.0 -- TERMINATION OF NON-APPROPRIATION OF FUNDS:</p>	

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<p>THE COUNTY SHALL NOT BE OBLIGATED FOR THE AWARDED VENDOR'S PERFORMANCE HEREUNDER OR BY ANY PROVISION OF ANY AGREEMENT FORMULATED FROM THIS SOLICITATION DURING ANY OF THE COUNTY'S FUTURE FISCAL YEARS UNLESS AND UNTIL THE COUNTY'S BOARD OF SUPERVISORS APPROPRIATES FUNDS FOR SUCH AGREEMENT IN THE COUNTY'S BUDGET FOR EACH SUCH FUTURE FISCAL YEAR. IN THE EVENT THAT FUNDS ARE NOT APPROPRIATED FOR THIS AGREEMENT, THEN THE AGREEMENT SHALL TERMINATE AS OF JUNE 30 OF THE LAST FISCAL YEAR FOR WHICH FUNDS WERE APPROPRIATED. THE COUNTY SHALL NOTIFY THE VENDER IN WRITING OF ANY SUCH NON-ALLOCATION OF FUNDS AT THE EARLIEST POSSIBLE DATE.</p> <p>25.0 -- UTILIZATION RECAPITULATION REPORT:</p> <p>120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS REQUEST FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.</p> <p>26.0--PRICE GUARANTEE:</p> <p>UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY THAT DISCOUNTS QUOTED FROM PRICE LISTS ARE MINIMUM. UNDER THE PROPOSED AGREEMENT, THE AWARDED BIDDER ON CASE-BY-CASE BASES MAY OFFER LOWER THAN CONTRACT PRICING FOR LARGE QUANTITY PURCHASES.</p> <p>27.0--IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES, VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES PURCHASING DEPARTMENT IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER, FURNISHING TWO (2) COPIES OF NEW LIST AND ACCEPTABLE EVIDENCE OF CHANGE IN MANUFACTURER'S DISCOUNT STRUCTURE. IT SHALL BE VENDORS RESPONSIBILITY TO KEEP THE COUNTY OF LOS ANGELES INFORMED OF CHANGES. ALL PRICE CHANGES MUST BE APPROVED BY THE COUNTY OF LOS ANGELES PURCHASING AGENT PRIOR TO FORWARDING ANY PRICE CHANGES TO THE DEPARTMENTS. FAILURE TO SUBMIT PRICE CHANGES AND OBTAIN APPROVAL FROM THE PURCHASING AGENT WILL RESULT IN USING THE PRICE ON THE LAST APPROVED PRICE LIST.</p> <p>28.0--MOST FAVORED PUBLIC ENTITY:</p> <p>IF PRICES DECLINE, OR SHOULD VENDOR NAME, AT ANY TIME DURING THE TERM OF THE AGREEMENT FORMULATED FROM THIS INQUIRY, PROVIDE THE SAME GOODS OR SERVICES UNDER SIMILAR QUANTITY AND DELIVERY CONDITIONS TO THE STATE OF CALIFORNIA OR ANY COUNTY, MUNICIPALITY, OR DISTRICT OF THE STATE AT PRICES BELOW THOSE SET FORTH IN THE AGREEMENT, THEN SUCH LOWER PRICES SHALL BE IMMEDIATELY EXTENDED TO COUNTY.</p>	

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<p>29.0 -- PARTICIPATING PUBLIC AGENCIES:</p> <p>COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES, INCLUDING BUT NOT LIMITED TO: STATES, COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER. PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.</p> <p>30.0 -- ELECTRONIC PRICING:</p> <p>IF A CONTRACT IS AWARDED TO YOU AS A RESULT OF THIS SOLICITATION, WE WILL REQUEST THAT YOU PROVIDE YOUR PRICING IN AN ELECTRONIC, WEB BASED FORMAT OR AN ELECTRONIC COPY OF PRICING IN A SPREADSHEET SUCH AS MICROSOFT EXCEL FORMAT. THIS INFORMATION WILL BE POSTED ON THE LOS ANGELES COUNTY INTRANET TO BE ACCESSED EXCLUSIVELY BY LOS ANGELES COUNTY PROCUREMENT EMPLOYEES.</p> <p>THE PREFERRED METHOD WILL BE THAT THE LOS ANGELES COUNTY CONTRACT PRICING WILL BE HOSTED ON THE SUPPLIER WEBSITE, WHICH CAN BE ACCESSED VIA A LINK ON THE LOS ANGELES COUNTY INTRANET WEBSITE. THE OTHER OPTION WILL BE FOR THE VENDOR TO SUBMIT AN ELECTRONIC COPY OF THE PRICING TO BE POSTED ON THE LOS ANGELES COUNTY INTRANET WEBSITE.</p> <p>31.0 -- ORDERING:</p>	

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<p>STATE CONTACT FOR:</p> <p>- TECHNICAL ASSISTANCE: NAME: EDGAR NAVARRO EMAIL: HQSERVICE@GSTES.COM; ENAVARRO@GSTES.COM TELEPHONE: (562) 345-8720 EXT 8728</p> <p>- PLACING ORDERS: NAME: DENNIS WANG EMAIL: DPWANG@GSTES.COM TELEPHONE: (562) 345-8711 FAX NUMBER: (562) 345-8714</p> <p>DELIVERY:</p> <p>- NORMAL DELIVERY DAYS FOR IN STOCK ITEMS AFTER RECEIPT OF ORDER: 5 DAYS</p> <p>- DELIVERY DAYS FOR NON-STOCK ITEMS AFTER RECEIPT OF ORDER: 10 DAYS</p> <p>EMERGENCY ORDERS:</p> <p>CAN EMERGENCY ORDERS FOR IN STOCK ITEMS BE PROCESSED, FILLED, AND DELIVERED TO THE REQUESTING COUNTY DEPARTMENT WITHIN 24 HOURS AFTER RECEIPT OF ORDER? YES_____X_____ NO_____</p> <p>ARE REQUIREMENTS LISTED HEREIN AVAILABLE LOCALLY FOR SMALL QUANTITY EMERGENCY PURCHASE? YES_____X_____ NO_____</p> <p>IF YES, STATE THE ADDRESS WHERE EMERGENCY PICKUPS CAN BE MADE:</p> <p>12881 166TH ST. CERRITOS, CA 90703</p> <p>SHOW YOUR FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDER:</p> <p>MAIL PURCHASE ORDER TO:</p> <p>ATTN: DENNIS WANG GOLDEN STAR TECHNOLOGY INC. (GST)</p>	



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<p>12881 166TH STREET CERRITOS, CA 90703</p> <p>TELEPHONE NUMBER 562-345-8711</p> <p>32.0 --</p> <p>RETAILER'S PERMIT # SRAA24-835786 CERTIFICATE OF REGISTRATION# 0000762033-0001-4</p> <p>33.0 -- NONEXCLUSIVITY:</p> <p>NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.</p> <p>34.0 -- RESERVATION:</p> <p>THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID INDIVIDUAL LARGE REQUIREMENTS WHEN DEEMED IN THE BEST INTERESTS OF THE COUNTY.</p> <p>35.0 -- EMPLOYEE PURCHASE PROGRAM:</p> <p>VENDOR OR MANUFACTURER SHALL EXTEND TO LOS ANGELES COUNTY EMPLOYEES CONTRACT PRICING FOR ALL CONTRACT CONFIGURATIONS, OPTIONS, AND ACCESSORIES VIA A DISTINCT (LOS ANGELES COUNTY SPECIFIC) ECOMMERCE WEB PAGE AND ALSO VIA PHONE ORDER. ALL LOS ANGELES COUNTY EMPLOYEE ORDERS WILL BE DELIVERED FOB DESTINATION.</p> <p>THIS WEBSITE SHALL BE UP AND RUNNING WITHIN 45 DAYS OF EXECUTION OF A CONTRACT.</p> <p>36.0 -- AUTHORIZATION WARRANTY:</p> <p>CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.</p> <p>PRICES, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION# RFB-IS-16201465.</p> <p>DELIVERY TERMS: 10 DAYS ARO (FOB DESTINATION)</p> <p>PAYMENT TERMS:</p>	

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<p>NET 30 DAYS (N/30 DAYS)</p> <p>VENDOR CONTACT: NAME: DENNIS WANG EMAIL: DPWANG@GSTES.COM TELEPHONE: 562-345-8711 FAX NUMBER: 562-345-8714</p>	

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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY AND DEBARMENT</b></p> <p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</p> <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p>	

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<p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;"><b>PROHIBITION AGAINST USE OF CHILD LABOR</b></p> <p><b>VENDOR shall:</b></p> <p>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.</p> <p>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</p> <p>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p><b>A. Jury Service Program.</b></p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p><b>B. Written Employee Jury Service policy.</b></p> <p>1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.</p>	

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<p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p> <p style="text-align: center;"><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p> <p style="text-align: center;"><b>ASSIGNMENT BY CONTRACTOR</b></p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>	